

## **MORTGAGE MODIFICATION AND SUPPLEMENT AGREEMENT**

This Loan Modification Agreement (the "Agreement"), made this 16<sup>th</sup> day of November, 2012, by DAL Properties, LLC (the "Borrower") and Richard Ruch (the "Lender"), amends and supplements the Mortgage (the "Security Instrument") dated March 14, 2011, and recorded in Instrument No. 20110317000086700, in the Probate Office of Shelby County, Alabama, in said "Security Instrument" the lands securing said indebtedness were described as follows (the "Original Legal Description"), to wit:

Lots 1637, 1638, 1642, 1646, 1647, according to the Survey of Strathaven at Ballantrae, Phase 2, as recorded in Map Book 41, Page 51, Shelby County, Alabama Records.

Lots 1655, 1656, 1657, 1658, 1661, 1663, 1664, 1665, 1666, 1667, 1668, according to the Survey of Strathaven at Ballantrae, Phase 3, as recorded in Map Book 41, Page 144, Shelby County, Alabama Records.

Lots 1901, 1902, 1903, 1904, 1916, 1917, 1918, 1919, Dunrobin, Phase I, in Ballantrae, as recorded in Map Book 42, Page 46, in the Probate Office of Shelby County, Alabama Records.

Said Security Instrument being amended and modified to add additional property as recorded in Instrument No. 20111103000329940, in the Probate Office of Shelby County, Alabama, in said modification the additional lands securing the indebtedness were described as follows (the "First Modification Legal Description"), to wit:

Lots 1662, 1663 and 1664, according to the Survey of Strathaven at Ballantrae, Phase 3, as recorded in Map Book 41, Page 144, Shelby County, Alabama Records.

Lot 917, according to the Final Plat of Carnoustie Crest at Ballantrae, Phase I, as recorded in Map Book 35, Page 71, in the Office of the Judge of Probate of Shelby County, Alabama.

Said Security Instrument being further amended and modified to add additional property as recorded in Instrument No. 20120711000247340, in the Probate Office of Shelby County, Alabama, in said modification the additional lands securing the indebtedness were described as follows (the "Second Modification Legal Description"), to wit:

Lots 1909, 1910, 1911, 1913 and 1914, Dunrobin, Phase I, as recorded in Map Book 42, Page 46, in the Probate Office of Shelby County, Alabama.

Lots 1335 and 1336, according to the Survey of Macallan at Ballantrae, Phase II, as recorded in Map Book 39, Page 53, in the Probate Office of Shelby County, Alabama.

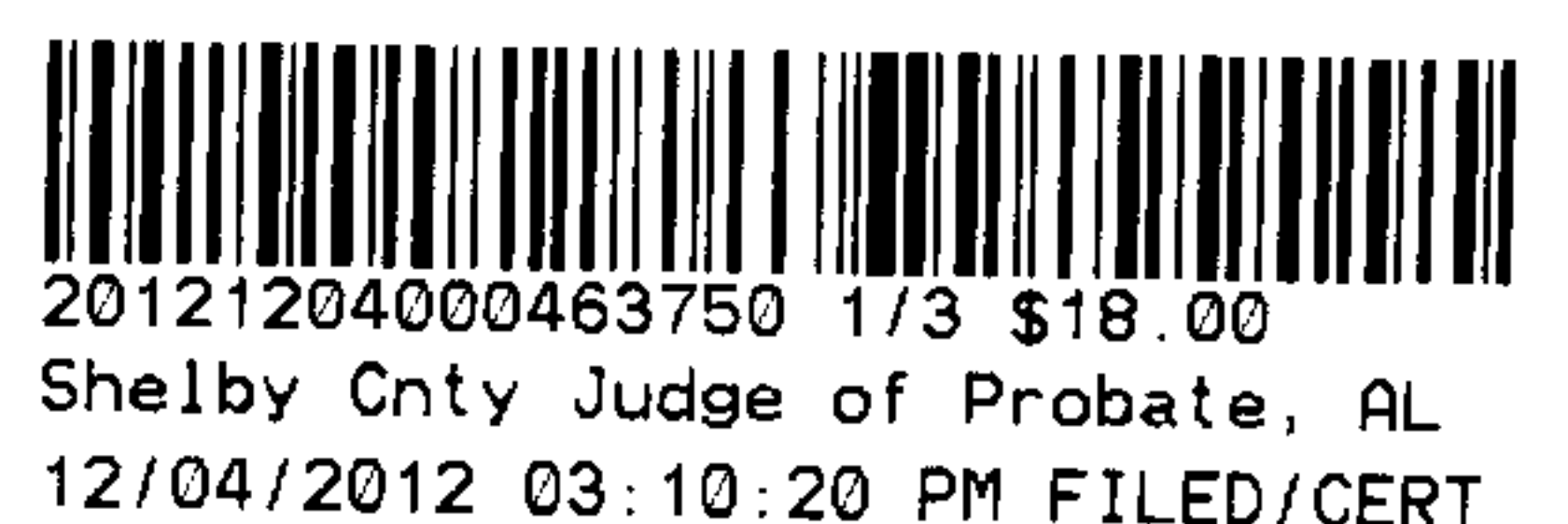
The Security Instrument is hereby further amended and modified to add the herein described property as security under this Modification (the "Third Modification Legal Description"), to wit:

Lots 1905, 1906 and 1908, Dunrobin, Phase I, in Ballantrae, as recorded in Map Book 42, Page 46, in the Probate Office of Shelby County, Alabama.

Lots 1340, 1345, 1349, 1350, 1351, 1352, 1353 and 1354, Macallan, Phase II, in Ballantrae, as recorded in Map Book 39, Page 53, in the Probate Office of Shelby County, Alabama.

Lots 1669, 1670, 1671, 1672, 1673, 1681, 1682, 1683 and 1684, Strathaven, Phase IV, in Ballantrae, as recorded in Map Book 43, Page 38, in the Probate Office of Shelby County, Alabama.

Lot 801, Gleneagles at Ballantrae, as recorded in Map Book 33, Page 114, in the Probate Office of Shelby County, Alabama.





In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or the Security Instrument):

NOW THEREFORE, said now held mortgage shall be a valid first mortgage and is not impaired by this modification, it is agreed by the parties hereto that the legal description of the land securing said mortgage is amended from the "Original Legal Description" and the "First Modification Legal Description" and the "Second Modification Legal Description" to include the "Third Modification Legal Description"

1. Mortgagor hereby covenants, promises, agrees and reaffirms to pay the Note at all times, in the manner provided, to perform all covenants and obligations of the Security Instrument and to be bound by all terms of said Note and Security Instrument.
2. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way impair the lien of said Security Instrument, which mortgagor acknowledges to be a valid existing first mortgage lien against the real property described herein and shall continue in full force and effect until fully satisfied.
3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in the Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
4. All of the Lender's rights against all parties, including but not limited to all parties secondly liable, are hereby reserved.
5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns or successors and assigns of the respective parties hereto.
6. Borrower shall pay all costs of modification, including but not limited to document preparation, recording and title endorsements.



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Shelby Cnty Judge of Probate, AL  
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**Borrower:**

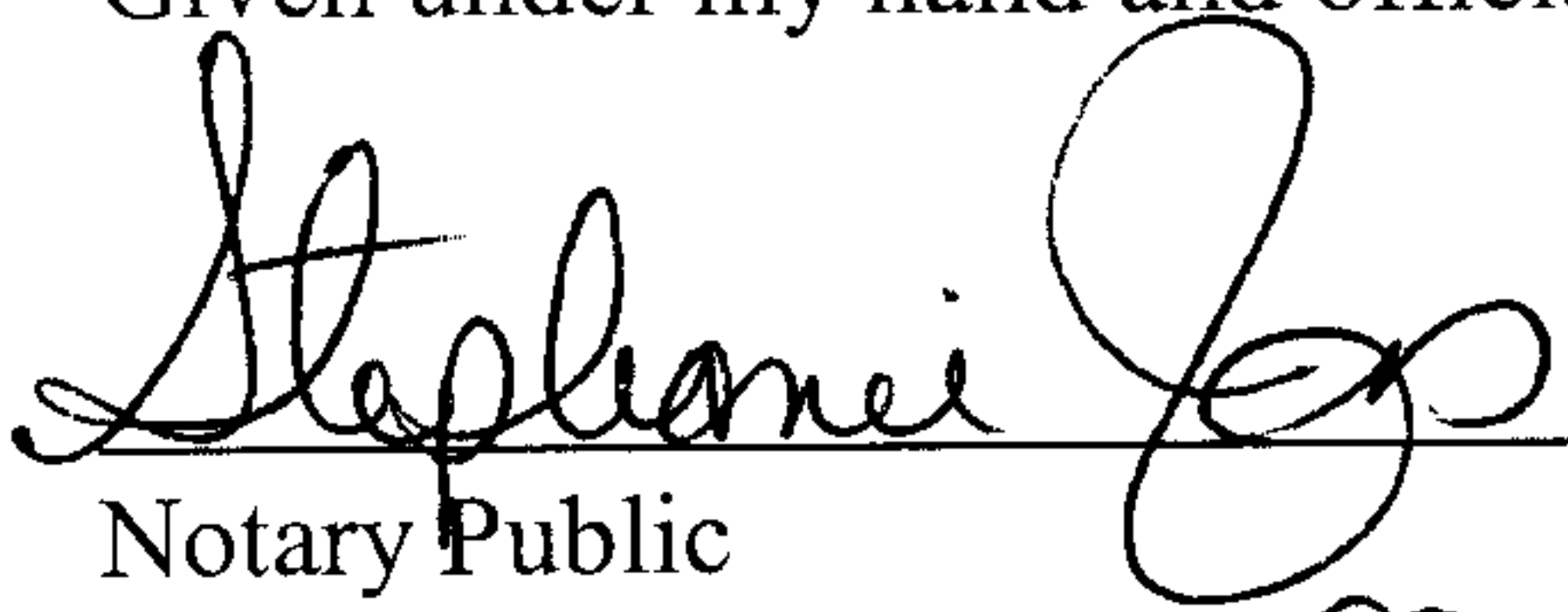
**DAL Properties, LLC**

  
By: Timothy Dallan Ruch  
Its: Member

**STATE OF ALABAMA  
COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Timothy Dallan Ruch, whose name as Member of DAL Properties, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said company.

Given under my hand and official seal this 16<sup>th</sup> day of November, 2012.

  
Notary Public  
My Commission Expires: 02-26-13

STEPHANIE JONES  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
February 26, 2013


**Lender:**

  
Richard Ruch

**STATE OF ALABAMA  
COUNTY OF SHELBY**


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard Ruch whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 16<sup>th</sup> day of November, 2012.

  
Notary Public  
My Commission Expires: 10/20/14

KELLY B. FURGERSON  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
October 20, 2014

This instrument was prepared by:  
Kelly B. Furgerson  
3150 Highway 52 West  
Pelham, AL 35124

  
20121204000463750 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
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